
State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Filing at a Glance

Company: Doctors Direct Insurance, Inc.
Product Name: DDI Medical Professional Liability
State: Illinois
TOI: 11.0 Medical Malpractice - Claims Made/Occurrence
Sub-TOI: 11.0023 Physicians & Surgeons
Filing Type: Rate/Rule
Date Submitted: 11/02/2012
SERFF Tr Num: DDIC-128747428
SERFF Status: Closed-Filed
State Tr Num: DDIC-128747428
State Status:
Co Tr Num: 1000

Effective Date: 01/01/2013
Requested (New):
Effective Date: 01/01/2013
Requested (Renewal):
Author(s): Kenneth Ludwig, Nannette Santiago
Reviewer(s): Gayle Neuman (primary), Neetha Mamoottile, Caryn Carmean
Disposition Date: 05/13/2013
Disposition Status: Filed
Effective Date (New): 01/01/2013
Effective Date (Renewal): 01/01/2013

State Filing Description:
ROUTED 4/15/13

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

General Information

Project Name: Standard Endorsements

Status of Filing in Domicile: Not Filed

Project Number: 1

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 05/13/2013

State Status Changed:

Deemer Date:

Created By: Kenneth Ludwig

Submitted By: Nannette Santiago

Corresponding Filing Tracking Number:

Filing Description:

Addition of two (2) standard endorsements. The first establishes an increase in the small sub-limit for "Defense of Covered Proceedings." The second provides an additional small sub-limit for "Cyber Liability."

Tow minor changes to the rating manual. The first allows for a 3% credit if the policyholder pays the entire annual premium in full prior to the effective date of the policy. The second reduces the extended reporting ("tail") factor from 210% for mature claims made to 200%.

All of these program enhancements bring Doctors Direct in line with other carriers operating in the State of Illinois.

Company and Contact

Filing Contact Information

Kenneth Ludwig, President & CEO
1140 Lake Street
Suite 500
Oak Park, IL 60301

kenneth.ludwig@ddiimail.com
630-574-9800 [Phone] 3 [Ext]
866-422-2300 [FAX]

Filing Company Information

Doctors Direct Insurance, Inc.
1140 Lake Street
Suite 500
Oak Park, IL 60301
(630) 574-9800 ext. [Phone]

CoCode: 12843
Group Code:
Group Name:
FEIN Number: 06-1791609

State of Domicile: Illinois
Company Type:
State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State Specific

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
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Refer to our checklists prior to submitting filing (http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm): ok

Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: ok

NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABILITY, CROP HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc. :

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp .: ok

Medical Malpractice rates/rules may now be submitted using SERFF effective January 1, 2012.: ok

The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.": ok

When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: ok

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	05/13/2013	05/13/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	04/11/2013	04/11/2013
Pending Industry Response	Gayle Neuman	04/09/2013	04/09/2013
Pending Industry Response	Gayle Neuman	11/19/2012	11/19/2012
Pending Industry Response	Gayle Neuman	11/08/2012	11/08/2012

Response Letters

Responded By	Created On	Date Submitted
Kenneth Ludwig	04/15/2013	04/15/2013
Kenneth Ludwig	04/11/2013	04/11/2013
Kenneth Ludwig	04/08/2013	04/09/2013
Kenneth Ludwig	04/09/2013	04/09/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
final effective date	Note To Filer	Gayle Neuman	05/13/2013	05/13/2013
effective date - response requested	Note To Filer	Gayle Neuman	05/03/2013	05/03/2013
effective date	Note To Filer	Gayle Neuman	04/25/2013	04/25/2013
objection letters	Note To Filer	Gayle Neuman	02/07/2013	02/07/2013
Actuarial Reveiw Completed	Reviewer Note	Caryn Carmean	04/24/2013	

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Disposition

Disposition Date: 05/13/2013
Effective Date (New): 01/01/2013
Effective Date (Renewal): 01/01/2013
Status: Filed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Certification		Yes
Supporting Document	Manual		Yes
Form (revised)	WITHDRAWN_Increase in Standard Limits for "Covered Proceedings"		Yes
Form	Increase in Standard Limits for "Covered Proceedings"		Yes
Form (revised)	WITHDRAWN_Cyber Claims		Yes
Form	Cyber Claims		Yes
Rate	Pre-Payment of Premium Credit		Yes
Rate	Change Premium Unlimited Extending Reporting		Yes

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/11/2013
Submitted Date	04/11/2013
Respond By Date	04/17/2013

Dear Kenneth Ludwig,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

In previous filings, Doctors Direct indicated they gathered their statistics in-house. Please advise.

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/09/2013
Submitted Date	04/09/2013
Respond By Date	04/12/2013

Dear Kenneth Ludwig,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/19/2012
Submitted Date	11/19/2012
Respond By Date	11/30/2012

Dear Kenneth Ludwig,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Please clarify that the 3% premium credit applies only to a cash payment - not a payment by check or credit card.

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/08/2012
Submitted Date	11/08/2012
Respond By Date	11/15/2012

Dear Kenneth Ludwig,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

You must submit forms in a separate filing from rates/rules. Therefore, please withdraw the two forms from this filing. Then you may submit a separate forms filings for those endorsements.

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/15/2013
Submitted Date	04/15/2013

Dear Gayle Neuman,

Introduction:

Response 1

Comments:

Thank you for the clarification, Doctors Direct does and will gather statistics in house.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Kenneth Ludwig

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/11/2013
Submitted Date	04/11/2013

Dear Gayle Neuman,

Introduction:

Response 1

Comments:

Do you mean an organization like Insurance Statistical Office (ISO)? We weren't aware we were obligated to do that. If we are, can you offer any assistance on how we go about doing that?

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Kenneth Ludwig

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/08/2013
Submitted Date	04/09/2013

Dear Gayle Neuman,

Introduction:

My name is Susan Bowen and I was recently hired to handle regulatory and filing matters of behalf od DDI so I am coming up to speed on everything, but admitteedly very new to these processes. Would you have time to set up a call with me so I can make sure we proceed with what you need and that I am doing it correctly? I can be reached at 847-420-9220.

Response 1

Comments:

Clarification on 3% credit, credit applies to pre paid cash payments in full only. No installment payments.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Kenneth Ludwig

SERFF Tracking #:	DDIC-128747428	State Tracking #:	DDIC-128747428	Company Tracking #:	1000
<hr/>					
State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.		
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons				
Product Name:	DDI Medical Professional Liability				
Project Name/Number:	Standard Endorsements/1				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/09/2013
Submitted Date	04/09/2013

Dear Gayle Neuman,

Introduction:

I will withdrawl the filings and resubmit them as we discussed on the phone yesterday. Also, re: the 3% credit clarification from the other message, I wanted to confrim with you that indeed the discount only applies to prepaid cash/check payments in full. It does not apply to installment payments.

Please let me know if you need anything else.

Response 1

Comments:

I withdrew the previous rate/rule filing and resubmitted both the "Increase in Standard Limits for Covered Proceedings" endorsement as a form filing also the " Cyber Claims" endorsement as a form filing as well.

Changed Items:

No Supporting Documents changed.

State: Illinois Filing Company: Doctors Direct Insurance, Inc.
 TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
 Product Name: DDI Medical Professional Liability
 Project Name/Number: Standard Endorsements/1

Form Schedule Item Changes										
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments	Submitted
1	WITHDRAWN_Increase in Standard Limits for "Covered Proceedings"			END	Withdrawn	Previous Filing Number:				Date Submitted: 04/09/2013 By: Kenneth Ludwig
						Replaced Form Number:				
Previous Version										
1	Increase in Standard Limits for "Covered Proceedings"	DDI End. 2013-01		END	Replaced	Previous Filing Number:			Endorsement_Covered Proceedings.pdf	Date Submitted: 11/02/2012 By: Nannette Santiago
						Replaced Form Number:				
2	WITHDRAWN_Cyber Claims			END	Withdrawn	Previous Filing Number:				Date Submitted: 04/09/2013 By: Kenneth Ludwig
						Replaced Form Number:				
Previous Version										
2	Cyber Claims	DDI End. 2013-02		END	New				Endorsement_Cyber Claims.pdf	Date Submitted: 11/02/2012 By: Nannette Santiago

No Rate/Rule Schedule items changed.

Conclusion:

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Sincerely,
Kenneth Ludwig

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Note To Filer

Created By:

Gayle Neuman on 05/13/2013 02:05 PM

Last Edited By:

Gayle Neuman

Submitted On:

05/13/2013 02:06 PM

Subject:

final effective date

Comments:

I am closing the filing with an effective date of January 1, 2013 since no response confirming the effective date has been received.

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Note To Filer

Created By:

Gayle Neuman on 05/03/2013 10:44 AM

Last Edited By:

Gayle Neuman

Submitted On:

05/13/2013 02:06 PM

Subject:

effective date - response requested

Comments:

The Department of Insurance completed its review of this filing. Originally, Doctors Direct requested the filing be effective January 1, 2013. Was the filing put in effect on January 1, 2013 or do you wish to have a different effective date? Your prompt response is appreciated.

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Note To Filer

Created By:

Gayle Neuman on 04/25/2013 07:45 AM

Last Edited By:

Gayle Neuman

Submitted On:

05/13/2013 02:06 PM

Subject:

effective date

Comments:

The Department of Insurance completed its review of this filing. Originally, Doctors Direct requested the filing be effective January 1, 2013. Was the filing put in effect on January 1, 2013 or do you wish to have a different effective date? Your prompt response is appreciated.

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Note To Filer

Created By:

Gayle Neuman on 02/07/2013 02:50 PM

Last Edited By:

Gayle Neuman

Submitted On:

05/13/2013 02:06 PM

Subject:

objection letters

Comments:

I have not received a response to the objection letters sent in November, 2012. Please respond at your earliest convenience.

State: Illinois **Filing Company:** Doctors Direct Insurance, Inc.
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons
Product Name: DDI Medical Professional Liability
Project Name/Number: Standard Endorsements/1

Reviewer Note

Created By:

Caryn Carmean on 04/24/2013 03:37 PM

Last Edited By:

Gayle Neuman

Submitted On:

05/13/2013 02:06 PM

Subject:

Actuarial Reveiw Completed

Comments:

Actuarial Review Completed

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		WITHDRAWN_Increase in Standard Limits for "Covered Proceedings"			END	Withdrawn	Previous Filing Number:			
							Replaced Form Number:			
2		WITHDRAWN_Cyber Claims			END	Withdrawn	Previous Filing Number:			
							Replaced Form Number:			

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Pre-Payment of Premium Credit		New		Rating Manual Change_PrePay Premium Credit.pdf
2		Change Premium Unlimited Extending Reporting		Replacement		Rating Manual Change_Extend Report Factor.pdf

**RATING MANUAL
FOR
PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE**

any credits or debits assigned to the Group under the Schedule Rating Plan, Deductible Credit Rule, or Self Insured Retention Credit Rule. The group's manual premium will equal the sum of the individual manual premium for each scheduled insured covered under the policy. The individual manual premium will equal the filed rate for the scheduled insured minus any applicable Part Time, Risk Management, or Leave of Absence credits. However, once the premium for the Group has been established, the Company may allocate that premium among the scheduled insureds based upon applicable underwriting criteria.

I. Aggregate Credit Rule

1. The application of all approved credits contained in this rating manual shall not exceed 50% for any one insured.
2. This rule does not apply to Part Time Practice, Leave of Absence or Deductible Credits.

J. Pre-Payment of Premium Credit

An insured who pre-pays the entire annual premium in cash on or before the effective date of the then-current policy term will be entitled to a premium credit of 3%.

VII. OPTIONAL COVERAGES

A. Locum Tenens Physician

1. Coverage for a physician substituting for an insured physician will be limited to cover only professional services rendered on behalf of the insured physician for the specified time period. Locum Tenens will share in the insured physician's Limit of Liability. No additional charge will apply for this coverage.
2. The locum tenens physician must complete an application and submit it to the Company in advance for approval prior to the requested effective date of coverage.
3. Coverage shall extend for a maximum of 30 days during any one policy period beginning with the first assignment, regardless of the number of substitutes.

B. Corporation/Partnership/Professional Association Charge

1. If coverage is provided on a separate limit of liability basis, the premium is computed, per Corporation/Partnership/Professional Association, as one mature exposure unit of a non-surgical specialty classification that represents the prevailing specialty of the group practice plus the lesser of either 10% or the average of the developed physicians' premiums.
2. If a solo-practitioner desires coverage for the corporation/partnership/professional association, coverage can be provided for no additional premium charge, in which case the practitioner and the corporation/partnership/association share in the limit of liability.

C. Extended Reporting Period Endorsement

1. A named insured who is a person, and any additional named insured(s), may purchase an extension of coverage of at least twelve (12) months called an extended reporting period endorsement, if the named insured and additional named insured(s) have complied with all terms and conditions of this policy, and:
 - a. this policy is cancelled or non-renewed for any reason; or
 - b. during the policy period any additional named insured(s) ceases to have a practice relationship with the named insured listed in item 1. of the Declarations Page.

The named insured or additional named insured(s) must purchase an extended reporting period endorsement by requesting the extended reporting period endorsement in writing and paying the premium within thirty (30) days after the termination of coverage.

**RATING MANUAL
FOR
PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE**

2. The premium for an extended reporting period endorsement will be calculated as follows:

- a. 100% of the actual premium in effect at policy issuance for a 12-month extended reporting period;
- b. 160% of the actual premium in effect at policy issuance for a 24-month extended reporting period; or
- c. 190% of the actual premium in effect at policy issuance for a 36-month extended reporting period.
- d. ~~240%~~ **200%** of the actual premium in effect at policy issuance for an unlimited extended reporting period.

The premium for the extended reporting period endorsement is fully earned; and

Full and timely payment of the premium are conditions precedent to the Company's obligation to provide an extended reporting period endorsement.

3. The Extended Reporting Period Endorsement:

- a. does not extend the policy period;
- b. does not extend the scope of coverage provided under this policy and applies only to otherwise covered claims or incident(s) which result from rendering or failure to render professional services on or after the retroactive date and before the end of the policy period, of which written notice is received by the Company during the extended reporting period.
- c. cannot be canceled.

5. Limits of Liability

The extended reporting period has no separate limit of liability, and does not increase the limits of liability.

6. An extended reporting period endorsement will be provided and the premium charge will be waived by the Company if, during the policy period:

- a. any named insured or additional named insured(s) dies;
- b. named insured or additional named insured(s) completely and permanently retires from the clinical practice of medicine, as determined by the Company, and has been continuously insured with the Company, under a claims made policy for the last five (5) years before retirement and is at least 55 years of age.
- c. any named insured or additional named insured(s) becomes disabled.

The insured or his or her representative must notify the Company of any such death, disability or retirement within thirty (30) days of such event, and provide certification of death, disability or retirement, and such other proof as the Company may request.

If any named insured or additional named insured(s) returns to active clinical practice of medicine, as determined by the Company, after receiving an extended reporting period endorsement for which the Company waived the premium due to disability or retirement, the Company reserves the right, in its sole discretion, to rescind the premium waiver and to collect any premium due.

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Supporting Document Schedules

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	Form_Rate Filing Cover Letter.pdf Form_Rate Filing Cover Letter page 2.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Form RF3 - (Summary Sheet)
Bypass Reason:	We believe that the items being submitted for approval have no effect on the company's written premiums. The coverage enhancements produce no measurable additional exposure to the company, and therefore have no additional premium charge attached to them. Similarly, the rating rule changes have no measurable premiums effect. We are not currently expecting any policyholders to avail themselves of the small discount for pre-paying the annual premium, and we do not anticipate issuing any extended reporting ("tail") policies with a premium charge related to them; historically, the number of such policies has been minimal.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Certification
Comments:	
Attachment(s):	SKMBT_C22012110210260.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Manual
Comments:	

SERFF Tracking #:	DDIC-128747428	State Tracking #:	DDIC-128747428	Company Tracking #:	1000
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State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Attachment(s):	Endorsement_Covered Proceedings.pdf
	Endorsement_Cyber Claims.pdf
	Rating Manual Change_PrePay Premium Credit.pdf
	Rating Manual Change_Extend Report Factor.pdf
Item Status:	
Status Date:	

October 16, 2012

Ms. Gayle Neuman
Illinois Department of Insurance
320 W. Washington Street
Springfield, IL 62767-0001

RE: Doctors Direct Insurance, Inc. (DDI)
NAIC Co. Code: 12843
FEIN: 06-1791609
1. Medical Malpractice Form Filing
2. Rating Manual Filing

Dear Gayle:

Enclosed please find several documents related to the medical malpractice program for DDI in Illinois. We are seeking a January 1, 2013 implementation date with respect to these matters.

Medical Malpractice Form Filing

There are two (2) new standard endorsements for which we seek approval.

1. Increase in Limits for "Covered Proceedings"

The current Individual Policy for DDI-insured physicians contains additional sub-limits of \$25,000/\$75,000 for "Defense of Covered Proceedings."

The attached endorsement increases the standard amount for the sub-limits to \$50,000/\$150,000.

DDI's median claim amount under this additional coverage is \$2,803. Thus, we do not believe that the increase in limits for all insured physicians represents any real additional exposure. A survey of our competitors shows that most offer limits of at least \$50,000/\$150,000 for this policy feature.

2. Cyber Claims

This endorsement adds coverage for physician practices for breaches in data security. Most of DDI's competitors in the State of Illinois provide for some form of this coverage. The limits provided by this endorsement are \$50,000/\$150,000.

It is our intention to add this endorsement to every group (organization) policy. If the insured physician has not opted to purchase an Organization Policy, then we will provide it as an attachment to his/her Individual Policy.

There is really no data with respect to claims under this data security breach coverage; thus, we believe the additional exposure to DDI to be nominal. Accordingly, we do not plan at this time to assess an additional premium charge.

Rating Manual Filing

DDI wishes to make two (2) changes to its Rating Manual.

1. Pre-Payment of Premium Credit – Page 6 of the Rating Manual has been amended to add a sub-paragraph providing for a premium credit if a policyholder pays the entire premium in advance of the policy effective date. The 3% credit would be more than made up for by the investment income that DDI would earn on the early payment.
2. Change in Extended Reporting Factor – Page 7 of the Rating Manual has been amended to make the rating factor for unlimited extended reporting (commonly called “tail”) coverage. We have surveyed the market in Illinois and find that several carriers charge 200% for an unlimited “tail” coverage period, rather than the 210% that is currently in effect for DDI.

Taken together, we believe that these changes comprise a reasonably good enhancement to the DDI program for Illinois physicians. At the same time, we believe the effect on premium receipts and exposure to loss will be negligible.

We respectfully request approval of these changes with an effective date of January 1, 2013.

Also enclosed is a stamped, self-addressed envelope for use with the “return” copy of these materials.

Sincerely,

Kenneth Ludwig
President and CEO

KL/
Enclosures

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Kenneth Ludwig, a duly authorized officer of Doctors Direct Insurance, Inc., am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, Charles W. Mitchell, FCAS, MAAA, a duly authorized actuary of Milliman am authorized to certify on behalf of Doctors Direct Insurance, Inc. making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

Kenneth Ludwig President and CEO 11/2/12
Signature and Title of Authorized Insurance Company Officer Date

Charles W. Mitchell FCAS, MAAA 11/2/12
Signature, Title and Designation of Authorized Actuary Date

Insurance Company FEIN 06-1791609 Filing Effective January 1, 2013

Insurer's Address 1140 West Lake Drive, Suite 500

City Oak Brook State Illinois Zip Code 60301

Contact Person's:

-Name and E-mail Kenneth Ludwig, President and CEO Kenneth.Ludwig@ddi1mail.com

-Direct Telephone and Fax Number Phone: 630-574-9800 Fax: N/A

ENDORSEMENT

INCREASE IN STANDARD LIMITS FOR “COVERED PROCEEDINGS”

This endorsement attaches to and becomes part of the applicable Individual Policy issued by Doctors Direct Insurance, Inc.

Paragraph E. “Defense Cost Limits – Covered Proceedings” of Article III, “Limits of Coverage,” is hereby replaced in its entirety as follows:

E. Defense Cost Limits – Covered Proceedings. The most we will pay as **defense cost** in addition to **claim expenses** is \$50,000 per each **covered proceeding** and \$150,000 for the total of all **covered proceedings** under this Policy.

ENDORSEMENT

CYBER CLAIMS

This endorsement attaches to and becomes part of the applicable Individual or Organization Policy issued by Doctors Direct Insurance, Inc.

INSURING AGREEMENT

Subject to all terms, conditions, definitions and exclusions of the Policy, **we** agree to reimburse protected parties, up to the applicable limit indicated in this endorsement, for costs protected parties become legally obligated to pay as a result of a **Cyber Claim** for any **Network Security Wrongful Act** or **Privacy Wrongful Act** including **Patient Notification Costs** and **Credit Monitoring Costs** incurred for any **Privacy Wrongful Act** and for **Data Recovery Costs** incurred due to a **Data Interference Act**, including **Defense Costs** of a **Government Investigation** for a **Privacy Wrongful Act**.

LIMITS OF LIABILITY

The most we will pay under this Endorsement as a result of a Cyber Claim for any Network Security Wrongful Act, Privacy Wrongful Act, Patient Notification Costs and Credit Monitoring Costs incurred by protected parties for any Privacy Wrongful Act or for Data Recovery Costs incurred by protected parties due to a Data Interference Act is \$50,000 per each Cyber Claim, including Interrelated Acts, and \$150,000 for the total of all Cyber Claims.

DEFINITIONS

Cyber Claim means a demand for money or services as compensation, such as a claim letter, notice of attorney's lien, or a civil suit, administrative proceeding, arbitration or mediation seeking to compel such compensation in which protected parties must participate.

Data means any and all information stored, recorded, appearing or present in or on protected parties' computer systems, electronic communication systems, devices and telephony, including, but not limited to, information stored, recorded, appearing or present in or on the protected parties' electronic and computer databases, the Internet, intranet, extranet and related websites, facsimile and electronic mail.

Data Interference Act means any act by a party other than the protected parties that occurs during the Policy Period and is carried out without the protected parties' consent or knowledge, whether intentional, malicious, reckless or negligent, which act causes harm or damage to the Data maintained by protected parties, including interference with, or intrusion or incursion into, any of the protected parties' computer systems, electronic communication systems, devices and telephony, including the protected parties' electronic and computer databases, the Internet, intranet, extranet and related websites, facsimile and electronic mail.

Data Recovery Costs means costs to recover and/or replace Data that is compromised, damaged, lost, erased, eradicated, altered, corrupted or tainted by reason of a Data Interference Act, including the costs associated with the repair or replacement of any software that is compromised, damaged, lost, erased, eradicated, altered, corrupted or tainted by reason of a Data Interference Act. Data Recovery Costs shall not include: 1) costs of repairing or replacing any hardware, equipment or wiring; 2) wages, salaries or other compensation or income of protected parties; or 3) costs of recovering or replacing data for any third party, or any data that was not within the care, custody or control of protected parties.

Defense Costs means reasonable and necessary fees, costs and expenses incurred in the investigation, defense any Cyber Claim for a Network Security Wrongful Act or Privacy Wrongful Act; but Defense Costs shall not include any wages, salaries, or other compensation or income of protected parties.

Government Investigation means an investigation conducted by any federal, state or local government agency or authority, the subject matter of which is a Privacy Wrongful Act committed by protected parties.

Interrelated Acts means more than one Data Interference Act, Network Security Wrongful Acts or Privacy Wrongful Acts which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Network Security Wrongful Act means an actual or alleged act, error or omission by protected parties, including an unauthorized act by an employee, which results in the unauthorized access or unauthorized use of protected parties' computer system, the consequences of which include the failure to prevent unauthorized access to, use of, or tampering with a third party's computer systems; the inability of an authorized third party to gain access to protected parties services; the failure to prevent denial or disruption of Internet service to an authorized third party; the failure to prevent identity theft or credit/debit card fraud; or the inadvertent transmission of harmful or corrupt software code.

Patient Notification and Credit Monitoring Costs means all reasonable and necessary expenses incurred by protected parties in notifying third persons of any actual or potential Privacy Wrongful Act, including legal expenses; computer forensic and investigation fees; public relations expenses; postage expenses; advertising expenses; and the costs of credit monitoring services provided to affected individuals for up to a period of 12 months from the date of enrollment in such credit monitoring services.

Privacy Wrongful Act means any breach or violation of U.S. federal, state or local statutes and regulations associated with the control and use of personally identifiable financial, credit or medical information, whether actual or alleged, but only if committed or allegedly committed by protected parties.

**RATING MANUAL
FOR
PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE**

any credits or debits assigned to the Group under the Schedule Rating Plan, Deductible Credit Rule, or Self Insured Retention Credit Rule. The group's manual premium will equal the sum of the individual manual premium for each scheduled insured covered under the policy. The individual manual premium will equal the filed rate for the scheduled insured minus any applicable Part Time, Risk Management, or Leave of Absence credits. However, once the premium for the Group has been established, the Company may allocate that premium among the scheduled insureds based upon applicable underwriting criteria.

I. Aggregate Credit Rule

1. The application of all approved credits contained in this rating manual shall not exceed 50% for any one insured.
2. This rule does not apply to Part Time Practice, Leave of Absence or Deductible Credits.

J. Pre-Payment of Premium Credit

An insured who pre-pays the entire annual premium in cash on or before the effective date of the then-current policy term will be entitled to a premium credit of 3%.

VII. OPTIONAL COVERAGES

A. Locum Tenens Physician

1. Coverage for a physician substituting for an insured physician will be limited to cover only professional services rendered on behalf of the insured physician for the specified time period. Locum Tenens will share in the insured physician's Limit of Liability. No additional charge will apply for this coverage.
2. The locum tenens physician must complete an application and submit it to the Company in advance for approval prior to the requested effective date of coverage.
3. Coverage shall extend for a maximum of 30 days during any one policy period beginning with the first assignment, regardless of the number of substitutes.

B. Corporation/Partnership/Professional Association Charge

1. If coverage is provided on a separate limit of liability basis, the premium is computed, per Corporation/Partnership/Professional Association, as one mature exposure unit of a non-surgical specialty classification that represents the prevailing specialty of the group practice plus the lesser of either 10% or the average of the developed physicians' premiums.
2. If a solo-practitioner desires coverage for the corporation/partnership/professional association, coverage can be provided for no additional premium charge, in which case the practitioner and the corporation/partnership/association share in the limit of liability.

C. Extended Reporting Period Endorsement

1. A named insured who is a person, and any additional named insured(s), may purchase an extension of coverage of at least twelve (12) months called an extended reporting period endorsement, if the named insured and additional named insured(s) have complied with all terms and conditions of this policy, and:
 - a. this policy is cancelled or non-renewed for any reason; or
 - b. during the policy period any additional named insured(s) ceases to have a practice relationship with the named insured listed in item 1. of the Declarations Page.

The named insured or additional named insured(s) must purchase an extended reporting period endorsement by requesting the extended reporting period endorsement in writing and paying the premium within thirty (30) days after the termination of coverage.

**RATING MANUAL
FOR
PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE**

2. The premium for an extended reporting period endorsement will be calculated as follows:

- a. 100% of the actual premium in effect at policy issuance for a 12-month extended reporting period;
- b. 160% of the actual premium in effect at policy issuance for a 24-month extended reporting period; or
- c. 190% of the actual premium in effect at policy issuance for a 36-month extended reporting period.
- d. ~~240%~~ **200%** of the actual premium in effect at policy issuance for an unlimited extended reporting period.

The premium for the extended reporting period endorsement is fully earned; and

Full and timely payment of the premium are conditions precedent to the Company's obligation to provide an extended reporting period endorsement.

3. The Extended Reporting Period Endorsement:

- a. does not extend the policy period;
- b. does not extend the scope of coverage provided under this policy and applies only to otherwise covered claims or incident(s) which result from rendering or failure to render professional services on or after the retroactive date and before the end of the policy period, of which written notice is received by the Company during the extended reporting period.
- c. cannot be canceled.

5. Limits of Liability

The extended reporting period has no separate limit of liability, and does not increase the limits of liability.

6. An extended reporting period endorsement will be provided and the premium charge will be waived by the Company if, during the policy period:

- a. any named insured or additional named insured(s) dies;
- b. named insured or additional named insured(s) completely and permanently retires from the clinical practice of medicine, as determined by the Company, and has been continuously insured with the Company, under a claims made policy for the last five (5) years before retirement and is at least 55 years of age.
- c. any named insured or additional named insured(s) becomes disabled.

The insured or his or her representative must notify the Company of any such death, disability or retirement within thirty (30) days of such event, and provide certification of death, disability or retirement, and such other proof as the Company may request.

If any named insured or additional named insured(s) returns to active clinical practice of medicine, as determined by the Company, after receiving an extended reporting period endorsement for which the Company waived the premium due to disability or retirement, the Company reserves the right, in its sole discretion, to rescind the premium waiver and to collect any premium due.

State:	Illinois	Filing Company:	Doctors Direct Insurance, Inc.
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0023 Physicians & Surgeons		
Product Name:	DDI Medical Professional Liability		
Project Name/Number:	Standard Endorsements/1		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/01/2012		Form	Increase in Standard Limits for "Covered Proceedings"	04/09/2013	Endorsement_Covered Proceedings.pdf (Superceded)
11/01/2012		Form	Cyber Claims	04/09/2013	Endorsement_Cyber Claims.pdf (Superceded)

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